IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

Craig Darwin Woodson, Plaintiff, vs. Nationstar Mortgage, LLC, Serve Registered Agent at: CSC – Lawyers Incorporating Service Company 221 Bolivar Street Jefferson City, MO 65101 and Experian Information Solutions, Inc., Serve Registered Agent at: The Corporation Company, Inc. 120 S. Central Ave. Clayton, MO 63105 Defendants.	)	Case No. _______________

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff, Craig Darwin Woodson, by and through his attorneys at The Law Offices of Tracy L. Robinson, LC, who in his Complaint for Damages states and alleges to the Court as follows:

INTRODUCTION

This is an action for damages brought by individual consumer Craig Darwin Woodson against Nationstar Mortgage, LLC and Experian Information Solutions, Inc. for violations of the Fair Credit Reporting Act (hereafter "FCRA"), 15 U.S.C. §§1681, *et seq*, as amended; and against Nationstar Mortgage, LLC for violations of the Real Estate Settlement Procedures Act

(“RESPA”), 12 U.S.C. §2601, *et seq.* and its implementing regulation, Regulation X, 24 C.F.R. Part 3500.

JURISDICTION AND VENUE

1. Jurisdiction over this proceeding arises from 15 U.S.C. § 1681 and generally under 28 U.S.C. § 1331.

2. Venue in this Court is proper in that both defendants transact business in the state of Missouri and Missouri is where the injuries occurred.

PARTIES AND SERVICE

3. Craig Darwin Woodson (hereafter “**Plaintiff**”), is a natural persons who, at all times relevant, resides in the State of Missouri.

4. Defendant Nationstar Mortgage, LLC, hereafter (“**Defendant Nationstar**”), was and is a company conducting business in Missouri and may be served through its Registered Agent, CSC – Lawyers Incorporating Service Company, at 221 Bolivar St., Jefferson City, MO 65101.

5. Defendant Experian Information Solutions, Inc., hereafter (“**Defendant Experian**”), is a business entity that regularly conducts business in Missouri, and may be served through its Registered Agent, The Corporation Company, Inc., at 120 S. Central Ave., Clayton, MO 63105.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

6. On August 17, 2010, Plaintiff filed a Chapter 7 Bankruptcy in the Western District of Missouri, Case No. 10-44389-drd13 that was subsequently converted to a Chapter 13 on May 4, 2011.

7. The Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines was entered on May 5, 2011, showing Defendant Nationstar's predecessor, First Franklin Loan Services was sent notice of Plaintiff's bankruptcy.

8. The BNC Certificate of Mailing of the Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors & Deadlines is attached as Exhibit A.

9. Plaintiff had a mortgage with Defendant Nationstar's predecessor to be paid directly to Defendant Nationstar.

10. The debt owed to Defendant Nationstar's predecessor was excepted from discharge.

11. The pertinent page of Plaintiff's Chapter 13 Plan is attached as Exhibit B.

12. The debt was subsequently transferred to Defendant Nationstar, who participated in Plaintiff's Chapter 13 by filing a Notice of Mortgage Payment Change on October 11, 2013.

13. Plaintiff received his discharge on May 11, 2016.

14. The Notice of Discharge of Debtor After Completion of Chapter 13 Plan was entered on May 13, 2016, showing Defendant Nationstar was sent notice of Plaintiff's discharge.

15. The BNC Certificate of Mailing of the Notice of Discharge of Debtor After Completion of Chapter 13 Plan is attached as Exhibit C.

16. After his discharge, Plaintiff had concerns about how Defendant Nationstar applied his mortgage payments during his Chapter 13 case.

17. Plaintiff has been trying to sell his home and purchase another home, but has had difficulties getting the requested information from Defendant Nationstar.

18. Accordingly, on June 9, 2016, Plaintiff, through counsel, sent Defendant Nationstar a Qualified Written Request ("QWR") by USPS Certified Mail pursuant to RESPA

requesting a full accounting including a full payment history and a breakdown of all fees and charges assessed to Plaintiff's account.

19. According to USPS Certified Mail Tracking, Defendant Nationstar received the QWR on June 14, 2016, so Defendant Nationstar's Reply to Plaintiffs' QWR was due July 26, 2016.

20. QWR attached as Exhibit D.

21. On June 26, 2016, Plaintiff received Defendant Nationstar's Acknowledgment Letter to his QWR.

22. To date, Plaintiff has not received a full reply from Defendant Nationstar with the information requested.

23. The closing on the sale of his home and the purchase of a new home is still pending.

24. On July 6, 2016, Plaintiff requested and reviewed his credit reports from Equifax, Defendant Experian and Trans Union.

25. Plaintiff became aware that Defendant Nationstar was misreporting information on each of his credit reports.

26. Defendant Nationstar was reporting incorrectly on Plaintiff's Equifax & Trans Union credit reports that the debt owed to Defendant Nationstar was included in bankruptcy with a $0 balance and no current payment history.

27. Defendant Nationstar was reporting incorrectly on Plaintiff's Experian credit report that the debt owed to Defendant Nationstar was included in bankruptcy with no current payment history.

28. However, Plaintiff excepted the debt owed to Defendant Nationstar from his discharge in his Chapter 13 case.

29. Accordingly, Defendant Nationstar should have been reporting Plaintiff's account with the current balance and payment history.

30. The pertinent pages of Plaintiff's incorrect credit reports are attached as Exhibit E.

31. On July 7, 2016, Plaintiff sent letters with his bankruptcy information to Equifax, Defendant Experian and Trans Union disputing Defendant Nationstar's incorrect reporting in accordance with 15 U.S.C. § 1681i.

32. Copies of Plaintiff's dispute letters are attached as Exhibit F.

33. Equifax and Trans Union sent Consumer Dispute Verifications to Defendant Nationstar as required by 15 U.S.C. § 1681i.

34. It is unclear whether Defendant Experian sent a Consumer Dispute Verifications to Defendant Nationstar as required by 15 U.S.C. § 1681i.

35. Defendant Nationstar failed to correct the information reported on Plaintiff's Equifax and Experian credit reports.

36. Despite the receipt and knowledge of Plaintiff's dispute letters, Defendant Nationstar was still willfully misreporting to Equifax and Defendant Experian that the debt owed to Defendant Nationstar was discharged in bankruptcy with a $0 balance and no current payment history.

37. The pertinent pages of Plaintiff's incorrect Equifax and Experian credit reports are attached as Exhibit G.

38. Defendant Nationstar's failure to conduct a reasonable investigation of Plaintiff's account, as reported to Equifax and Defendant Experian, was a substantial factor causing Plaintiff reduced credit scores, emotional distress, frustration, missed time from work in order to tend to this matter, inconvenience, complications with the closing on the sale of his home and purchase of a new home, and the hindrance to his fresh start entitled under the Bankruptcy Code.

39. The inaccurate information negatively reflects upon Plaintiff, Plaintiff's credit repayment history, Plaintiff's financial responsibility as a debtor and Plaintiff's credit worthiness.

COUNT I
DEFENDANT NATIONSTAR
VIOLATIONS OF THE FCRA

40. Plaintiff repeats, realleges and incorporates by reference each and every prior paragraph in this Complaint.

41. Plaintiff is a "consumer" within the meaning of the Fair Credit Reporting Act (hereafter "**FCRA**"), 15 U.S.C. 1681, *et seq*.

42. Defendant Nationstar qualifies as a "furnisher of information to credit reporting agencies" within the meaning of the FCRA.

43. The FCRA prohibits furnishers of information to credit reporting agencies (hereafter "**CRAs**") to furnish information which is inaccurate, irrelevant, and improper, or which such furnishers have reason to believe is inaccurate.

44. Delinquencies, account balances, and other repayment information on a loan is consumer report information to CRAs within the purview of the FCRA.

45. The FCRA also provides privately enforceable duties where consumers may dispute the accuracy and completeness of information by initiating a reinvestigation through the CRAs. 15 U.S.C. § 1681i.

46. After receipt of a disputed account from a CRA, a furnisher has a duty to reinvestigate and review the information provided and conduct its own investigation of the accuracy and completeness of the disputed information.

47. The courts have consistently adopted the standard that the furnisher's reinvestigation must be evaluated under a reasonable investigation standard, which should be evaluated from a number of factors.

48. The furnisher must consider the information communicated in or with the notice of dispute from the CRA. 15 U.S.C. § 1681i(a)(1)(A).

49. In addition, the furnisher must also consider other information available to it, including earlier complaints or other communications received from the consumer before the reinvestigation ever began. *Bruce v. First U.S.A. Bank*, 103 F.Supp.2d 1135 (E.D. Mo. 2000).

50. It is important to keep in mind that the duties of furnishers of information imposed under § 1681s-2(b) are only triggered after the furnisher receives notice of a consumer's dispute from a CRA. Regardless of which CRA notified a furnisher of information of a consumer dispute, a furnisher may have duties related to the other CRAs, such as reporting that information was found to be incomplete or inaccurate or modifying, deleting, or blocking the reporting of the information. *Tilley v. Global Payments, Inc.*, 603 F.Supp.2d 1314 (D. Kan., 2009).

51. Any furnisher who fails to comply with the investigation requirements is liable to the consumer for statutory damages, the costs of litigation, and attorney fees. 15 U.S.C. § 1681o.

52. If the violation is willful, the furnisher is liable for actual damages or minimum statutory damages between $100 and $1000 per violation, for punitive damages, as well as for costs and attorney fees. 15 U.S.C. § 1681n.

53. The standard for willful violation of the FCRA is reckless disregard, and that reckless disregard need not be knowing, intentional, premeditated, or malicious. *Safeco Ins. Co. of America v. Burr*, 551 U.S. 47 (2007).

54. After receiving notice of Plaintiff's dispute letters from Equifax and Defendant Experian, Defendant Nationstar should have conducted an investigation and properly updated the information reported on Plaintiff's account to Equifax and Defendant Experian, but failed to do so.

55. As a result of Defendant Nationstar's actions, Plaintiff suffered damages including reduced credit scores, emotional distress and frustration, and complications with his closing on the sale of him home and purchase of a new home.

56. The plain language of the FCRA's damages provisions permits Plaintiff to recover "any actual damages sustained by the consumer as a result of the failure." 15 U.S.C. § 1681n(a)(1)(A).

57. Further, minimum statutory damages between $100 and $1000 per violation, punitive damages, as well as the costs of the litigation and attorney fees are available when a furnisher willfully violates its duties under the FCRA. *Rodgers v. McCullough*, 296 F. Supp.2d 895 (W.D. Tenn. 2003).

58. Defendant Nationstar was notified by Equifax and Defendant Experian of Plaintiff's dispute letters requesting an investigation that it was reporting inaccurate information on Plaintiff's credit reports.

59. Defendant Nationstar elected to ignore that information it received, failed to do a reasonable investigation and refused to correct Plaintiff's Equifax and Experian credit reports.

60. The purpose of the investigation is not simply to confirm that the credit reporting

agency has recorded accurately the information initially furnished by the creditor, but also to determine in good faith the accuracy of the information itself in light of available information.

61. Defendant Nationstar knew it was required by law to have investigation procedures and protocols in place to conduct an investigation of Plaintiff's account information and Defendant Nationstar's failure and refusal to have proper procedures in place to conduct a reasonable investigation of Plaintiff's account constitutes willful, conscious and reckless disregard for Plaintiff's rights, including those under the FCRA.

62. Defendant Nationstar's failure and refusal to conduct a reasonable investigation and correct the information Defendant Nationstar is furnishing to Equifax and Defendant Experian concerning Plaintiff's account constitutes a willful violation of the FCRA.

63. Defendant Nationstar fails and refuses to have the proper policies and procedures in place with regards to the credit reporting on accounts included in bankruptcy.

64. This failure and refusal is compounded by Defendant Nationstar's failure and refusal to have the proper policies and procedures in place to investigate and correct mistakes reporting to the credit reporting agencies and is willful, intentional and in conscious disregard of the rights of Plaintiff and others justifying the imposition of punitive damages.

WHEREFORE, Plaintiff prays judgment in his favor for damages as provided by the FCRA in such amount as fair and reasonable, for his actual damages incurred, for the imposition of punitive damages against Defendant Nationstar in such sum as will deter Nationstar Mortgage, LLC and others in the future from similar conduct and for such other relief the Court deems just and reasonable.

COUNT II
DEFENDANT EXPERIAN
VIOLATIONS OF THE FCRA

65. Plaintiff repeats, realleges, and incorporates by reference each and every prior paragraph in this Complaint.

66. Defendant Experian is a "consumer reporting agency" as that term is defined by 15 U.S.C. §1681a(f).

67. The above-mentioned credit reports were "consumer reports" as that term is defined by 15 U.S.C. §1681a(d).

68. Pursuant to 15 U.S.C. §1681n and §1681o, Defendant Experian is liable to Plaintiff for engaging in the following conduct:

a. Willfully and negligently failing to conduct a proper and reasonable reinvestigation concerning the inaccurate information after receiving notice of the dispute from Plaintiff in violation of 15 U.S.C. §1681i(a);

b. Willfully and negligently failing to provide prompt notice of the inaccurate information and Plaintiff's dispute to Defendant Nationstar, in violation of 15 U.S.C. §1681i(a);

c. Willfully and negligently failing to provide all relevant information provided by Plaintiff regarding the dispute of the inaccurate information to Defendant Nationstar, in violation of 15 U.S.C. §1681i(a);

d. Willfully and negligently failing to review and consider all relevant information submitted by Plaintiff concerning the dispute of the inaccurate information, in violation of 15 U.S.C. §1681i(a);

e. Willfully and negligently failing to timely and properly investigate the inaccurate information after receiving notice of the dispute from Plaintiff;

f. Willfully and negligently failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, information and file, in violation of 15 U.S.C. §1681e(b);

g. Willfully and negligently continuing to report the inaccurate information despite having knowledge of its inaccuracy and/or inability to be verified.

69. Defendant Experian's conduct was a direct and proximate cause, as well as a substantial factor, in bringing about the actual damages and harm to Plaintiff that are outlined more fully above, and as a result, Defendant Experian is liable to Plaintiff for the full amount of statutory, actual and punitive damages, along with attorney's fees and costs of litigation.

WHEREFORE, Plaintiff prays judgment in his favor for damages as provided by the FCRA in such amount as fair and reasonable, for his actual damages incurred, for the imposition of punitive damages against Defendant Experian in such sum as will deter Experian Information Solutions, Inc. and others in the future from similar conduct and for such other relief the Court deems just and reasonable.

COUNT III
DEFENDANT NATIONSTAR
VIOLATION OF § 2605(e)(2) OF THE REAL ESTATE SETTLEMENT PROCEDURES ACT ("RESPA") FOR FAILURE TO RESPOND TO A QUALIFIED WRITTEN REQUEST

70. Plaintiff repeats, realleges and incorporates by reference each and every prior paragraph in this Complaint.

71. The express purpose of the Real Estate Settlement Procedures Act ("RESPA") is to protect consumers from certain abusive practices that have developed in the residential real estate industry. 12 U.S.C. §2601.

72. Defendant Nationstar is a loan "servicer" of Plaintiff's "federally related mortgage loan" as those terms are defined under RESPA, 12 U.S.C. §2602(1) and 12 U.S.C. §2605(i)(2) respectively.

73. Section 2605(e)(2) of RESPA states:

> Not later than 30 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request under paragraph (1) and, if applicable, before taking any action with respect to the inquiry of the borrower, the servicer shall—
>
> (A) make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction (which shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower);
>
> (B) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—
>
> > (i) to the extent applicable, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer; and
> >
> > (ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower; or
>
> (C) after conducting an investigation, provide the borrower with a written explanation or clarification that includes—
>
> > (i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and
> >
> > (ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

74. On June 9, 2016, Plaintiff sent Defendant Nationstar a Qualified Written Request ("QWR") by USPS Certified Mail pursuant to RESPA requesting a full accounting including a full payment history and a breakdown of all fees and charges assessed to Plaintiff's account.

75. According to USPS Certified Mail Tracking, Defendant Nationstar received the QWR on June 14, 2016, so Defendant Nationstar's Reply to Plaintiffs' QWR was due July 26, 2016.

76. Plaintiff never received a full reply from Defendant Nationstar with the information requested.

77. Defendant Nationstar failed to investigate Plaintiff's concern and failed to provide a written notice within 30 business days as required under 12 U.S.C. §2605(e)(2).

78. Plaintiff has expended great time, incurred expenses and experienced frustration in an effort to get answers to how Defendant Nationstar applied his mortgage payments during his Chapter 13 case.

79. Pursuant to 12 U.S.C. §2605(f)(1), Plaintiff is entitled to recover his actual damages and reasonable attorneys' fees.

WHEREFORE, Plaintiff prays judgment in his favor for damages as provided by RESPA in such amount as fair and reasonable, for his actual damages incurred, for the imposition of punitive damages against Defendant Nationstar in such sum as will deter Nationstar Mortgage, LLC and others in the future from similar conduct and for such other relief the Court deems just and reasonable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Craig Darwin Woodson respectfully requests this Court award the following:

a. Actual Damages for Defendant Nationstar's violation of FCRA;

b. Statutory Damages for each violation of the FCRA;

c. Punitive Damages;

d. Costs and reasonable attorney's fees pursuant to the FCRA;

e. Correction of all misreported information on Plaintiff's Equifax and Experian credit reports;

f. Actual Damages for Defendant Nationstar's violation of RESPA;

g. For such other and further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Please take notice that Plaintiff demands a trial by jury in this action.

Respectfully submitted,

/s/ Chelsea S. Springer

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